

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
SECOND JUDICIAL DISTRICT COURT

FIREBIRD STRUCTURES, LLC, a New Mexico
Limited Liability Company,

Plaintiff,

v.



No. D-202-CV-2017-02260

UNITED BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA LOCAL UNION
No. 1505,

Defendants.

VERIFIED COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF

Plaintiff Firebird Structures, LLC (“Firebird”) for its Complaint for Damages and Injunctive Relief (“Complaint”) against United Brotherhood of Carpenters and Joiners of America Local Union No. 1505 (“Defendant”), states as follows:

FACTS COMMON TO ALL CLAIMS

1. Firebird is a New Mexico Limited Liability Company doing business in Bernalillo County, New Mexico.
2. Defendant is a labor organization operating in Bernalillo County, NM, with its principal place of business at 3900 Pan American Fwy. NE, Albuquerque, NM 87107.
3. This Court has jurisdiction over the claims and the parties, and venue in this Court is proper.
4. The Defendant does not represent Firebird’s employees for the purposes of bargaining with Firebird, or for any other purpose with respect to Firebird’s relations with its employees.

5. Defendant has not been recognized by Firebird as a representative of its employees.
6. No state or federal government agency has required that Firebird recognize Defendant as a representative of its employees for any purpose.
7. Defendant has no legal authority to represent Firebird or its employees.
8. As such, Defendant has no authority to interfere with or otherwise restrain or coerce Firebird, its owners or employees, or other contractors or subcontractors working on the same job sites.
9. Beginning on or about February 22, 2017, and upon information and belief, continuing through the date of this Complaint, agents of Defendant have vandalized the property of Firebird's owners and employees at Firebird's main offices and other sites where Firebird currently conducts business.
10. Beginning on or about February 22, 2017, and upon information and belief, continuing through the date of this Complaint, agents of Defendant began circulating flyers that included false information regarding relations between Firebird's management and employees.
11. Beginning on or about February 22, 2017, and upon information and belief, continuing through the date of this Complaint, Defendant began offering Firebird employees cash in amounts up to \$3,500.00 to quit their employment with Firebird and continue employment with the Union.
12. Beginning on or about February 22, 2017, and upon information and belief, continuing through the date of this Complaint, Defendant began following and stalking the Firebird's owners at their principal place of business, at job sites, and at their homes.
13. Beginning on or about March 9, 2017 and upon information and belief, continuing through the date of this Complaint, Defendant began sending letters to Firebird's current and future

business relations with the improper purpose of encouraging those businesses to cease current and future contracts with Firebird.

14. Defendant's actions are causing Firebird direct and irreparable harm.

**FIRST CLAIM – TORTIOUS INTERFERENCE
WITH EXISTING CONTRACTUAL RELATIONS**

15. Firebird incorporates by reference all preceding allegations as if fully set forth herein.

16. Defendant interfered with the contractual relations between Firebird and at least two of its clients.

17. Defendants encouraged Firebird's client's to terminate their relationships with Firebird for their own economic benefit or in an effort to harm Firebird's economic position.

18. Defendants' actions were undertaken with an improper motive or by improper means, without justification or privilege.

19. As a direct and proximate result of the actions of Defendant, Firebird has suffered damages in an amount to be shown at trial

20. Defendant's actions were intentional, malicious, willful, and wanton.

**SECOND CLAIM – INTENTIONAL INTERFERENCE WITH
PROSPECTIVE CONTRACTUAL RELATIONS**

21. Firebird incorporates by reference all preceding allegations as if fully set forth herein.

22. Defendant directly corresponded with Firebird's clients, and encouraged them not to engage in future business relationships with Firebird.

23. Defendants' actions were undertaken with an improper motive or by improper means, without justification or privilege.

24. Defendants' actions were intentional and improper.
25. Defendant's actions caused several clients not to enter into business relationships with Firebird and/or prevented them from continuing the prospective relationships.
26. As a direct and proximate result of the actions of Defendants, Firebird has suffered damages in an amount to be shown at trial.
27. Defendants' actions were intentional, malicious, willful, and wanton.

THIRD CLAIM—PRIMA FACIE TORT

28. Firebird incorporates by reference all preceding allegations as if fully set forth herein.
29. Defendant intentionally intimidated, threatened, harassed, vandalized and damaged Firebird's property and that of its employees, general contractors and subcontractors.
30. Defendant intended to and knew with certainty its actions would cause Firebird, its owners, employees, general and subcontractors harm.
31. Defendant's intentional acts were a direct cause of harms suffered by Firebird, its owners, employees, general and subcontractors.
32. Defendant's conduct was not justifiable under the circumstances.
33. Defendants' actions were intentional, malicious, willful, and wanton.

FOURTH CLAIM—INJUNCTIVE RELIEF

34. Firebird re-alleges and incorporates by reference paragraphs 1 through 21 as though fully set forth herein.
35. Defendant is actively engaged in threatening, intimidating and harassing Firebird's employees in an effort to have them quit employment with Firebird and join the Union.

36. Defendant is actively engaged in following, harassing, and intimidating Firebird's owners in an effort to improperly persuade Firebird to recognize the Defendant as its employees' representative.

37. Defendant is vandalizing and damaging the personal property of Firebird's employees and owners, and damaging and vandalizing Firebird's property, and that of other contractors and subcontractors engaged in construction work on the same job sites.

38. Firebird has no adequate remedy at law to protect itself against the Defendant's injurious conduct.

39. Defendant's conduct will continue unless restrained by this Court.

40. Firebird will suffer immediate and irreparable economic injury if an Injunction does not issue.

WHEREFORE, Firebird respectfully requests that this Court enter judgment in its favor and against the Defendant for its Intentional Interference with Firebird's Contractual Relations and tortious and injurious conduct, and grant the following relief:

- a. Award damages to compensate Firebird, in an amount to be proven at trial;
- b. Award exemplary damages in an amount equal to two times Firebird's proven compensatory damages;
- c. Award reasonable attorney's fees and litigation costs;
- d. Enjoin the Carpenter's Union from threatening, intimidating, and harassing Firebird's owners and employees, and from vandalizing or damaging Firebird's property, that of its owners and employees, or that of other contractors or subcontractors performing work on the same construction sites, and from interfering with Firebird's existing and future contractual relations; and

e. Grant such further relief as the Court deems just and proper.

Respectfully submitted,

SUTIN, THAYER & BROWNE
A Professional Corporation

By /s/ Keith C. Mier

Keith C. Mier

Benjamin E. Thomas

Attorneys for Plaintiff

Firebird Structures, LLC

P O Box 1945

Albuquerque, NM 87103-1945

Telephone: (505) 883-2500

kcm@sutinfirm.com

bet@sutinfirm.com

VERIFICATION OF COMPLAINT

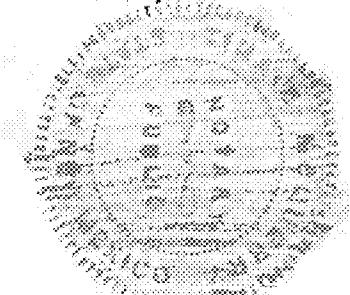
STATE OF NEW MEXICO)
(ss.
COUNTY OF BERNALILLO)

Trent Cannedy, being duly sworn and upon oath, states that he is a Managing Member of Firebird Structures, LLC, that he has read the foregoing *Verified Complaint Damages and Injunctive Relief*, that the factual information contained is true and accurate based on his personal knowledge, except so far as they are therein stated to be on information and belief, and that, so far as they are therein stated to be on information and belief, he believes them to be true.



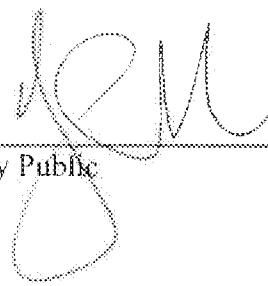
TRENT CANNEDY

SUBSCRIBED, SWORN AND ACKNOWLEDGED before me this 28 day of March, 2017, by Trent Cannedy.



My Commission Expires:

08/30/2020



Notary Public

VERIFICATION OF COMPLAINT

STATE OF NEW MEXICO)
(ss.
COUNTY OF BERNALILLO)

Kevin Conboy, being duly sworn and upon oath, states that he is a Managing Member of Firebird Structures, LLC, that he has read the foregoing *Verified Complaint Damages and Injunctive Relief*, that the factual information contained is true and accurate based on his personal knowledge, except so far as they are therein stated to be on information and belief, and that, so far as they are therein stated to be on information and belief, he believes them to be true.


KEVIN CONBOY

KEVIN CONBOY

SUBSCRIBED, SWORN AND ACKNOWLEDGED before me this 28 day of March, 2017, by Kevin Conboy.

08/30/2020

Notary Public

